423 society. Private ownership of land with sovereign rights
* [613] over it is now the normal practice in al-Qasr. Rights are
178 held by the family head, the shaib. If the family head is
[596] deceased, land tenure rights are held jointly by the sons.

In the area beyond the plateau, in the extreme
[184] south of al-Qasr, land rights to grazing and water still are
* [613] associated with lineages. But here agriculture is impossible.
[241] The type of rights over the land varies with the method by
which it is exploited. The southern and coastal sections of
[433] al-Qasr represent the old and the new, the pastoral traditional
mode of production and the modern agricultural cash economy.
[233] But, as noted, of the total population only a few Bedouins
are actually engaged in pastoralist activities. Hence, tribal
tenure rights, in general, are not overly important at this
time. Not too long ago they were, and many cases in the recent
[671] history of Bedouin customary law relate to conflicts over land
and water in the southern region. The Bedouins say that
[178] traditionally no lineage could use the pasturage or water of
* [613] another without some agreement, usually of long standing,
[233] made beforehand. Now, they say, permission is not needed.
• [675] In the old days, these agreements were made between lineage
representatives, not individuals per se. Today, the grass
178 and water in the southern zone are claimed, though not in a
423 legal sense, by the families using them: the rights of
usufruct over the land are closer to rights of sovereignty

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Her riding booth struck a tree and she found herself stranded there in the tree; her camel had gone and the rest of the caravan noticed nothing and continued on. Then a Marabit passed by and saw her there. He helped her down and they later married. She already had three sons to a former husband: Ali Ahmar, Ali Abyad and Sinaina. The Marabit also had children from another marriage. He was very rich and they could afford to live together. One day thieves began to harrass the man, but when the three Sa'adi sons offered him their help he told them not to bother with the thieves, that they would go away. But they did not, and they continued to harrass the man for a long time. The three sons were still very young at this time. When they grew up they asked the Marabit for arms and horses with which to fight off the thieves. They received them and succeeded in driving off the thieves. The Marabit was very happy and offered the three sons one-half of his wealth, and he was very rich. The sons refused this generous offer saying to the Marabit that they were no different from his other sons and would take only one-tenth of his wealth.

619 The differentiation between the Sa'adi and Marabit has structural consequences only in that it defines psychological types and tends to assign them to certain roles in society. By his [181] psychological make-up, the Marabit, who is weak and retiring, is unfit for the tasks which the Sa'adi undertakes, i.e., war, trade, and politics. It is, nevertheless, expected that the Marabit will act as a support mechanism for the secular operations of the Sa'adi. Usually, this support takes the form of financial contributions.

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•675 Each Marabit group is related through contractual agreement to a Sa'adi group. For instance, the Sulwatiyya lineage of al-Qasr are members of the Jumi'at tribe, a Marabit tribe; when identifying themselves they will say

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675 "Jumi'at, Marabtiin (plural of Marabit) of the 'Ali Ahmar." All Marabit tribes of the Western Desert are affiliated as
* [613] clients with Sa'adi tribes. Further, since the tertiary group of the Marabtiin functions in the same way as that of the Sa'adi, it is this group which enters into compacts with Sa'adi tertiary groups. Traditionally, the Marabit group's
[682] main support activity was to share in the payment of the blood-money with its Sa'adi protector group. In return, the Marabit group was given land in the protector's territory and could depend upon them to contribute to any Marabit blood debt which might come due. Also, it was considered the
[628] [682] duty of the Sa'adi to revenge the death of a member of his client group since the Marabit "was weak and could not face a
[608] tribe." But there is no attempt to construct fictional kinship links between Sa'adi and Marabit groups.

[672] In al-Qasr today, contractual relations between Sa'adi and Marabit are still based upon collective responsibility in the blood-feud. However, since this traditional means of conflict control is an extremely rare occurrence, the mutual obligations of the parties are expressed in different forms.
[648] In any conflict between the Bedouins and the Egyptian government, the Marabtiin are expected to support their respective
[666] Sa'adi groups. In any modern elections which a Sa'adi might enter, the Marabit is expected to give him his vote. A few examples will make clear the relationship between the Sa'adi

619 and the Marabit.
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The Qit'an tribe, based partly in Libya and partly
*[613] in Egypt, is a tribe in the same sense that the Awlad 'Ali is one, i.e., at the secondary level of the lineage system.
[166] This tribe moved into Egypt sometime around 1900. The
[175] Bedouins of al-Qasr estimate that "50% of the Qit'an are with Ali Ahmar,.30% with Sinaina, and 20% with Ali Abyad."
619 In 1956, certain events occurred in Libya which brought about
675 a declaration of independence from Sa'adi domination by the
598 Qit'an in that country. The Qit'an felt that their numbers were sufficiently large enough that they should represent themselves in the Libyan parliament. In other words, the Marabtiin were no longer willing to settle for the traditional social categories and role structures allotted to them. After these events in Libya, some members of the Qit'an came to Egypt and informed their brothers about the formation of the tribe as a separate entity, and convinced the Egyptian Qit'an to do the same--which they did.

The Bedouins say that the Governor of Marsa Matruh encouraged the Qit'an tribe to increase their numbers in the area after he learned of their desire to be free from Sa'adi domination. There had been a small number of Qit'an in the town of Marsa Matruh. This number quickly grew in size and political strength so that it could challenge the power of the 'Ali Ahmar who are considered the dominant tribe in this

619 area of the Western Desert. And, according to the Governor
675 of the province, it is the 'Aishaibat of al-Qasr who are the
578 most powerful of the three primary segments of the 'Ali Ahmar; for example, they have succeeded in sending their 'umda (chief) to the National Assembly in Cairo. In fact, it was over the
666 election of the 'umda in 1964 that the split between the Marabit Qit'an and the Sa'adi Ali Ahmar became an open one and produced political rumblings among the tribes. This case makes explicit the relationship between the two types of tribes in the Western Desert, and gives an important instance of the operation of structural principles in defining groups and group relations.

619 During the national elections of 1964, it was the
675 traditional duty of the Marabit to vote for his affiliated
666 Sa'adi candidate. Since the Qit'an are allied in a client-
578 protector relationship with the Ali Ahmar, all of the Marabtiin of this tribe should have given their votes to the 'umda of the 'Aishaibat who was seeking office to the National Assembly. But, instead, the Qit'an ran a candidate of their own--largely at the urging of the Governor, it is said. But, despite this Marabit opposition, the 'Aishaibat
619 were successful in getting their 'umda elected. Furthermore,
675 the 'Aishaibat said that this rebellion of the Marabtiin
578 could not go unpunished, that reprisals would be taken. The
626 type of sanction which the 'Aishaibat directed against the

619 Qit'an is one which is employed in both the internal and
675 the external systems of political relations: it is an or-
598 ganized sanction taken by the corporate representatives
626 against socially disapproved behavior. Against the Marabtiin,
619 it involved a closure of group affiliation and protective
695 alliance usually obtainable through affinal ties. The Qit'an
578 were prohibited from marrying into the 'Aishaibat primary
613 segment. The sanction was tested while I was in the field.
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In March of 1965, 'Unda Ziyad of the Qit'an contracted a marriage for his son with one of the secondary groups of the 'Aishaibat. He went through all of the marriage preliminaries and paid a brideprice of 70 E.L. (Egyptian pounds). But afterwards, the girl's family, following the advice of the 'Aishaibi corporate heads, returned the brideprice and refused his offer. The 'Unda of the Qit'an then went to talk to the brothers of the girl (for her father was dead) and told them that he would pay a brideprice of 1000 E.L. "but I want the girl." He paid them part of the brideprice (for they had agreed in the face of this unusual offer) and sent a car to pick up the girl. The arrangement did not succeed, for the paternal cousin of the girl who, according to Bedouin custom and tradition, had a prior claim on her, stopped the car at gunpoint. The corporate heads had told the cousin that this was his right, and in this case, his duty. Then the corporate heads of the 'Aishaibat called a council, and the members met with the brothers of the girl. They told the brothers: "You know what happened at the time of the election. 'Unda Ziyad is 'Ali Ahmar and he should have voted for our 'umda, but he tricked us." The brothers refused to be persuaded by the tribal leaders. They said that if anyone from the 'Aishaibat would pay them more than 1000 E.L., they would give their sister to him. The leaders warned the brothers that if they went through with this marriage they would each be fined 200 E.L. Finally, and after this meeting, the leaders went to 'Unda Ziyad himself with the threat, that were he to go through with this marriage "all of the 'Aishaibat will begin to fight you." The 'umda

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could not afford to risk such large scale conflict and so he withdrew his offer of marriage to the brothers. After this, as a display of authority and an attempt to maintain something of the alliance between their group and the Qit'an, the 'Aishaibi leaders made the public announcement that the girl could marry anyone else, but not the son of 'Umda Ziyad.

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The various sets of authority relations operative in the al-Qasr area are obvious from this account, but they will be better defined as the discussion proceeds. Here, I only wanted to make clear that the relationship between Sa'adi and Marabit is one based upon contract and local contiguity, and reinforced by cognation. There is no unilinear basis for the relationship and no attempt to fit it into a "unilinear

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genealogical mould." The structural differentiation between Sa'adi and Marabit seems to reflect a dominant-subjective relationship, in the sense discussed by Weber (1947) and Southall (1956), but its possible class overtones are played down by the fact that there are normally no objections to

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intermarrying between groups. The Bedouin of al-Qasr say, "what is the difference, the children from such a marriage will be Sa'adi anyhow?"

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The Sa'adi-Marabit differentiation is relatively unimportant for a study of al-Qasr itself, since the Marabit number is so small--one lineage consisting of five brothers and their families. The contrast between Sa'adi and Marabit, secular and sacred tribes, becomes more important for a

585 178 Only one of the three weddings was conducted in the traditional way with three nights of dancing previous to the wedding and a large feast on the wedding day. The Bedouin say that a man can no longer afford to do things the old way.

584 The procedure of the marriage arrangement begins when the boy informs his uncle that he wishes to marry. Then the uncle, [583] the father and other males of the group meet with the father of the prospective bride to arrange the marriage, an important part of which is the establishment of the brideprice (hulwaan or mahr). Before going to see the girl's father, the boy's 584 *613 father consults with his secondary lineage group, as I have already mentioned. Then he should wait for a period of seven days, for the girl's father, "who has heard about the marriage," must consult with his group and wait for a period of one week during which time any member of the girl's 584 lineage may claim her. After this time, the ties proposed •[695] by the marriage are ritualized by two preliminary acts: the writing of the contract (ma'azuum) between the fathers, and the offering of a lamb by the groom which solemnizes his intentions and the marriage (dabah fi-l-williyya). After [43] another waiting period of about two weeks, during which time the boy buys gifts of clothing and jewelry and presents them to the girl at her home, the wedding celebration begins.

585 On the day of the wedding, the girl is delivered to the groom's residence. The girl remains in the groom's tent, or

585 room, until he arrives for the test of her virginity. The groom "takes blood with his finger," wipes it on the white toga which his bride had been veiled with, and hands it to the older women waiting outside the tent. In the meantime, [792] the two fathers have met with the faqiih ("holy man") who [675] witnesses the agreement on the mahr payment. They read the Fatiha of the Quran together and conclude the marriage contract. The old women, carrying the toga with the virginal blood on it--a symbol of honor to both of the groups concerned with the marriage--parade around the guests' tent showing it, while all the time letting out shrill victory cries (zaghaariid = "trilling cries of joy"). The toga is then pinned-up on the side of the guests' tent for all to 585 see. Animals are slaughtered and the feast begins. The 574 central activity of the feast takes place in the guests' tent, the tent of the male guests. The groom's father, in [576] the traditional role of host, does not sit down to eat with his guests but directs the seating and feeding of them.

585 Should it happen that the girl is not a virgin, the 684 wedding would end on the spot, and the girl would be sent away or killed by her father. My informants said that this has never happened in al-Qasr. One key informant told me that such a thing never happens because the groom would never permit it to be known that "his cousin was not a virgin." In other words, the groom will get the blood from somewhere,

residence, cognatic ties, and contractual relations are all seen to be structurally important in early Arabian society. Structural differentiation into groups is based on the lineage principle and sustained through "the law of blood-revenge." And it is important to note that the hayy was characterized by a structure of authority, it was "guided in war and on the march by one chief" (Smith 1903:44). The law of blood-revenge as an expression of group rights in rem and a system of mutual protection point up the importance of contractual relations in Bedouin society. Whether or not real blood ties are involved, a contract must be present or there can be no corporate group. Contract legitimizes authority and provides the basis for the lateral extension of the group; it is primary though it functions coordinately with a principle of cognation, residence, adoption, etc. Contractual ties operate outside of kinship at times but will always be validated by it eventually, "for a legal fiction is always adopted to reconcile an act with a principle too firmly established to be simply ignored" (Smith 1903:62). "Blood brothers," in al-Qasr, are defined both biologically and ideologically. As noted in the case of al-Qasr, there were at least three cases of contractual adoption in which one individual and two whole corporate groups "wrote their names into the books of the 'Aishaibat tribe" (katab jinnsiyya 'Aishaibiyya). The integration or adoption of elements in al-Qasr takes place on the

basis of an agreement "to share the good and the bad" by all parties concerned. Once the integration is effected, patrilineal ideology and legal fiction succeed in concealing the jointure.

The concept which derives from ancient Arabia, and which expresses fully the structural principles of Bedouin society is that of 'aqila. The 'aqila, in al-Qasr, is the head of the corporate group, the tertiary unit or bait. A person becomes part of the Bedouin jural body when he reaches the age of 15, begins to keep the Ramadan fast, and is expected to pay his share of the blood-money. At this time, a man acquires rights over his corporate lineage-mates and they over him: they claim a share in the indemnity ("blood-money" - diiya) of each other, and are under obligation to contribute equal shares to any diiya which becomes due from the group as a whole. Further, each corporate member is morally bound to support his lineage-mates by swearing the oath (yamiin) on the behalf of any who are accused of falsehoods in the course of litigation. All of these rights and obligations are guaranteed by the presence of an 'aqila.

The tertiary bait is the minimal corporate group. It usually includes three to five generations of members. Tertiary units which are descended from a common ancestor combine through contractual relations into the maximal corporate group, the secondary unit or 'aiela. Beyond the secondary level

*613 segment. He acts in concert with other 'awaaqil (plural of
554 'aqila) of the tertiary segments of his secondary group when
571 lineage matters call for decision-making at this level.

*613 Tertiary segments are replicate groups descended from one
571 ancestor, they operate with a common ideology pursuant of
183 common interests and goals. As we shall see, this common
●675 ideology is expressed in a kind of code, or contract, which
all members of the group swear to uphold and abide by according
to the principle of blood responsibility. Tertiary codes in
[181] al-Qasr are a reflection and an affirmation of a wider system
of values and norms which bind the Bedouins of the Western
Desert together into a political system. This wider normative
[671] system is expressed in the customary legal system of the
Bedouins known as 'awaiyid Awlad 'Ali ("the customs of the
Awlad 'Ali tribe").

*613 The primary duty attached to the office of 'aqila is
578 the regulation of conflict. It is worth noting here that
571 conflict regulation is not equivalent to conflict resolution.
554 The latter process carries with it the intimation that the
causes of conflict have been treated and resolved, that conflict
has been eliminated. Nothing could be further from the truth
in a segmentary society where the various segments actually
constitute conflict groups; consequently, conflict between
groups or individuals who represent groups may be contained
but never forgotten. Conflict is an ongoing process among

1: Obermeyer E-5 (1964-1965) 1969 MT9 Libyan Bedouin MT9
'Aishaibat

613 554 571 or whole tertiary group may be expelled from the lineage group, or if they so desire, they may resign their status in the group. In either case, and both cases rarely occur, the permission and approval of the 'aqila are required. Or, I should say, the approval of the 'awaaqil is required, for both cases represent structural changes which affect the juristic personality and constitution of the maximal corporation. The legitimacy of the 'aqila and the whole political structure are tied up together. Social structure and authority roles are both objects of legitimacy, as Easton (1965:278-301) says, and hence the legitimacy of the 'aqila in al-Qasr flows from the structural legitimacy of a segmentary political system. Thus in al-Qasr, politics operates through authority groups in opposition to one another, each represented by an authority role. An 'aqila once told me that "the tribe of the 'aqila gives him the authority to judge between its members." Another 'aqila said that "the 'awaaqil are bound by a contract (rawaabit) to perform their duty on behalf of their bait." The rawaabit ("bonds") we will discuss in the next section.

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Spheres and Focus of Authority

121 Authority, as it is used in this study, refers to the Weberian notion of "imperative control" (Herrschaft); that is, "the probability that a command with a given specific

*613 571 198 have noted previously, informants very definitely disagreed over the matter; by looking at the two genealogies one is unable to say one way or the other. The process of fission and fusion in the form of secession and adoption is another instance of genealogical manipulation through patrilineal ideology. In this case, patrilineal ideology also may succeed in concealing real biological links in favor of political relations. We shall see below how secession and adoption actually function in Bedouin society.

*613 •675 554 591 We have said that the authority of the 'aqila is legitimate at each structural level. The Bedouins of al-Qasr often legitimate the authority of the 'aqila in writing, and, at the same time, make an explicit statement of social compact which outlines the pragmatic and moral values of the corporate group. The corporate charter in al-Qasr is a document of self-interest which defines expectations and consequences for corporate members: it governs the conduct of members in situations relevant to internal order, and gives the 'aqila powers of representation in external affairs. The charter is a [181] reflection of the high value the Bedouins place upon security and order, and is a condition for a legal system of wider *613 675 591 scope. Max Weber (1947:120) has expressed the idea of social relationship as contract so well that it is worthwhile to quote him extensively here.

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> The meaningful content which remains relatively constant in a social relationship is capable of formulation in terms of maxims which the parties concerned expect to be adhered to by their partners . . . The more rational in relation to values or to given ends the action is, the more is this likely to be the case . . . The meaning of a social relationship may be agreed upon by mutual consent. This implies that the parties make promises covering their future behavior, whether toward each other or toward third persons. In such cases each party then normally counts, so far as he acts rationally, in some degree on the fact that the other will orient his action to the meaning of the agreement as he (the first actor) understands it . . . But in part also they are motivated each by the value to him of his "duty" to adhere to the agreement in the sense in which he understands it.

The idea of "duty" makes collective responsibility meaningful, and the authority of "the third party," or 'aqila, legitimate.

The ties which bind the corporate group may be defined in terms of the structural principles of kinship and residence. But these ties must be affirmed and further defined by contractual obligations which inform an authority structure. Further, the legitimacy of authority relations beyond the tertiary level is based mainly upon contractual alliance. The relationship between contract and the other structural principles is a mutually reinforcing one. Kinship and residence alone cannot be the basis for the existence of a corporate group. The Bedouins of the Western Desert in their statements of contractual alliance not only proclaim the conditions for brotherhood, but, also, the consequences for those who do not meet these conditions. A Bedouin, or a whole corporate tertiary

*613 segment, may choose to belong to, or to secede from, the
*675 larger corporate group. This element of choice helps to define
571 the authority of the corporate sole. Authority is illegitimate, i.e. it is mere power, when control is exercised against the will of the subjects (Weber 1947).

Above, I have said that authority is legitimated beyond the tertiary level, i.e., at the secondary level, through contractual alliance. By that I mean the same agreement on values is replicated by the authority groups of the lineage. The five authority groups of 'Ailit Ma'fas are bound together by what the Bedouins call "the bonds of the 'awaaqil" (rawaabit al-'awaaqil). Below I present a number of examples of the rawaabit from al-Qasr. Then I continue on to show the nature of the corporate group, and the dynamics of structure and authority in Bedouin society.

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BONDS BETWEEN THE 'AWAAQIL OF 'AILIT MA'FAS

1. Every member of the tribe who has proved against him an intrigue concerning the 'aiela,
2. every member of the tribe who claims against his brother a case which has no basis,
3. every member of the tribe who shifts a border of the borders of a land from one place to another place,
4. every 'aqila is responsible for his followers and must present each with the right direction if he does not convince him first (i.e. if he fails at moral discourse, he must arrange the court session),
5. every member of the tribe who departs from the opinion of his 'aqila and who follows the wrong and erroneous

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6. every member of the tribe who submits a complaint without first consulting his 'aqila, (i.e. who goes to the government before the 'aqila),

7. every member of the tribe shall back the members of his bait against an opponent without right,

8. every member of the tribe who has proved against him the showing of sympathy toward another tribe knowing that this tribe is antagonistic to his own tribe,

9. every member of the tribe who has proved against him that he helped a relative in payment or in a quarrel against his brother.

we signed this document and declare that these customs are valid from the date of today and everyone who disobeys them pays a dhabiiha ("lamb") and 10 L.E. without any objection if any of the items of the above items is proven against him.

Date: August 8, 1953
The 'awaaqil (signatures or stamps):
Abd al-Ruwaf (Bait Firjani)
Hussain 'Umar (Bait 'Umar)
Shi'ath Abd al-Hadi (deceased, Bait Braik)
'Atiya 'Umran (Bait Kailani)
Khalid Idris (Bait Muhammad)

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In the rawaabit, or contract, just noted the term "tribe" refers to the secondary segment ('aiela). Murray (1935:315n) has also pointed to an instance of the Bedouins' use, in a formal document, of the word qabiila ("tribe") when reference to "some smaller division, such as 'eila is clearly meant."

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Through the rawaabit norms are expressed and action is oriented with respect to them. If it is otherwise, sanctions may be brought to bear to insure conformity to norms. The minimal sanction which the 'aqila may impose is the dhabiiha

675 681 *613 ("blood sacrifice") and a fine of 10 L.E. The most serious sanction which the group, through the 'aqila, can administer is banishment. In this case, the decision "to wash one's hands of another" may originate with the 'aqila but must be executed by the next of kin, or the process can originate with the next of kin and be carried out with the approval of the 'awaaqil. In any case, it is an ultimate negative sanction which ranks with blood-revenge in degree of seriousness, since social and political status is withdrawn from the person. A banished person is no longer protected in accordance with the principle of collective responsibility, and his group may no longer demand blood-money for his life. The charter of 'Ailit Lazumi presented below is similar in most respects to that of 'Ailit Ma'fas with the exception that it makes provision for the barawwa, the act of banishing from the group. The document was issued in four copies to each of the 'awaaqil of Lazumi. Note that in both charters thus far shown, not only are the individuals of the group bound by the rules but, also, the 'aqila comes under the rule of law.

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BONDS BETWEEN MEMBERS OF 'AILIT LAZUMI
AL-'AISHAIBAT, (Wednesday, January 19, 1952)

In the name of God the Merciful and Compassionate

In the presence of 'Umran Kailani, Hajj 'Ali, the 'awaaqil and individuals of Bait Bu Jafaila who signed below, this agreement took place and the 'awaaqil of this 'aiela are:

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1 - Hajj Salah Bu Jafaila, 'aqila of Bait Bu Halaiqa
2 - Kuraim Juhami, 'aqila of Bait Uthman
3 - Ruwaf Jadalla, 'aqila of Bait Jadella
4 - Muftah Tahir, 'aqila of Bait Tahir

Every 'aqila is responsible for his family whether concerning the occurrence of problems, and collecting money from his family, or other matters. Every person who rejects the opinion of the 'aqila, or reports to the government without the consent of the 'aqila will be subjected to a fine of 10 L.E. and a dabiha according to the 'awaiyid. And every person who delays in carrying out the decisions of the 'aqila and all that he indicates will also be subject to the same fine. And also, any one who delays in swearing the oath or in supporting his family, and in so doing loses the interest which belongs to the 'aiela, he will be subject to the same fine. Any of the 'awaaqil who cause the loss of any right of the rights of the members of the 'aiela will also be subject to the same fine. And any member who makes false claims against any of the other members of the 'aiela is subject to the same fine. And any 'aqila or member from the members of the 'aiela who has proven against him an intrigue, or a quarrel, or prejudice between him and his brother or paternal cousin is subject to the same fine. He is also subject to the same fine who has proven against him prejudice in favor of another party against his paternal cousins, that is to say, the members of this 'aiela. And every 'aqila or individual who delays in signing and accepting these bonds, or in executing them, is considered an outsider by this 'aiela and the 'aiela will not be responsible for him in the future, and this will be considered a barawwa for him from the 'aiela.

This was issued in four copies to the 'awaaqil, and all previous bonds are cancelled from this date and are no longer effective.

Signatures and stamps of 'awaaqil and witnesses.

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The barawwa (literally: "the act of putting outside") is a formal procedure, formal enough to entail having the process notarized as a legal document according to Egyptian civil law. The Bedouins say that the legal document of barawwa is "to show that we have washed our hands of the

675 culprit, and are no longer responsible for his acts." The
681 barawwa is not only the imposition of a most severe sanction
675 by the group, but it is also the withdrawal of all positive
681 sanctions which would apply to an individual as a member of
571 the group. The withdrawal of sanctions means the withdrawal of the right of reciprocity; consequently, the banished no longer comes under the rule of succession, and he has no
[421] rights over either persons or things. The banished may claim no property of the property of the group other than that which he takes with him, and he may claim no women from the group.
675 The barawwa, naturally enough, is uncommon in al-Qasr. The
681 last occurred in 1957, the declaration of which is reproduced below.

DECLARATION OF BARAWWA

Law Office of Abd al-Rahman
Marsa Matruh

50 milleme tax stamp

On this date the following came: Kuraim Juhami of the 'Aishaibat on behalf of himself and his paternal uncle, and their 'umda, the first party. And there also came Sa'ad Uthman on behalf of himself and his children, the second party. The reason for the coming together of these two parties is in order to ask the barawwa from each other. Since they have all agreed by their own will without any force or ill feeling that the two parties shall not be responsible for each other's actions, it is a valid agreement that can never be rejected. No one from either of the parties is responsible to the other in supporting oaths, in paying for wounds, or in paying blood-revenge (diya), and no one from either party involved in barawwa will take girls from the other. This barawwa became a dividing line between the two parties, and if later there appears a fraternity paper, the barawwa will be cancelled and be to no avail. This paper is signed

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by us and by the below mentioned witnesses to be used when it is necessary. This barawwa was issued in two copies at the hand of each of the two parties to be used in time of necessity.

Approving what is included, the first party, Kuraim Juhani (stamp)

Approving what is included the second party Sa'ad Uthman (stamp)

Witness to this:
Abd al-Rahman, the lawyer
Date: September 24, 1957

STAMP OF MINISTRY OF WAR
BORDER GUARDS
MATRUH SECTOR

Signatures or stamps of eight witnesses.

1 - Copy to Marsa Matruh Police Station
2 - Copy at the hand of the first party
3 - Copy at the hand of the second party

Seen and the original must be kept in the files of the administration of complaints, and a copy must be delivered to each of the two parties.

Signed: Colonel Ahmad Sa'ad
Marsa Matruh Police Station

Date: October 12, 1957

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The rawaabit in Bedouin society is essentially a charter at the tertiary level, but it structures relations at the secondary level. At the tertiary level, the charter functions to establish group boundaries and identity, and to express the conditions for membership. Group solidarity and maintenance at the tertiary level is a necessary condition for structural continuity of the larger secondary corporation: the lineage persists through these groups with replicate functions, structures, and a common ancestor. That the

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*613 public obligations to temper private interests. This temper-
*613 ing process in Bedouin society is effected through the agree-
571 ment, or bonds, between the 'awaaqil of the secondary group
•675 as representatives of the members of the tertiary groups. The 'aqila and the members of a tertiary group submit to structural arrangements of organization and procedure at the secondary level of interest and authority. All this is symbolized in the duplicate copies of the rawaabit and the name of the "famous" ancestor.

*613 I do not underestimate the importance of the tertiary
571 segment. I realize that internal order at this level is what prevents anarchy at the secondary level. And I do not mean to imply that integration is necessarily any greater at the tertiary level than at the secondary level--it may or it may
*613 not be the case. Conflict is more difficult to detect at the
571 tertiary level than at the secondary level due to the practical
578 value which the Bedouins place upon stable relations between brothers and immediate relatives. But conflict does take place, and the Bedouins do attempt to regulate it at this level.

*613 The Bedouins say that blood-revenge and the feud
682 cannot possibly operate at the tertiary level. On the other hand, homicide does occur "between brothers." We have already described the case of manslaughter in 'Ailit Ma'fas and the manner in which it was dealt with: no retaliation would have

*613 been justified in this case since the killing was accidental.
682 In another case of killing which occurred between tertiary units of the same secondary group, we see what happens in the
*613 case of intentional killing. This case of murder in 'Ailit
682 Lazumi is interesting and valuable because it illustrates
571 the dynamics of authority relations within the secondary segment, and the degree to which authority relations are manageable without a resulting structural change.

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•675 In 1959, a rearrangement of authority relations took place within 'Ailit Lazumi: Bait A and Bait B agreed that they would be collectively responsible for each other, and Bait C and Bait D made a similar compact. The compacts involved the sharing of diiya and kubaara (expiation) payments. Shortly after 1959, Bait A and Bait C quarreled, and the result of the litigation was that the 'awaaqil ordered Bait A to pay a kubaara of 20 L.E. to Bait C. Bait B, as the partner of Bait A, decided to pay 10 L.E. of the kubaara and Bait A paid the other 10 L.E. But Bait D protested this sharing of the kubaara saying that Bait B is a third brother and, as such, should act as a guwaal al-kahair ("a speaker of good"); that no brother should take sides against the others. As a result of this incident, the split between the two groups (A-B and C-D) became deeper. Afterwards, one group would not contribute to the diiya involving members of the other group even if it concerned external conflict with other secondary groups. This division in 'Ailit Lazumi was finally ended in 1960 when a member of Bait A killed a member of Bait B--the killing was within the same contractual alliance. At this time, the whole lineage decided to forget its differences and, all together, paid Bait B its diiya.

*613 Ideally, conflict should not be permitted to threaten
578 the structural continuity of the secondary corporation, but it
[681] happens. Usually, however, safety mechanisms such as the barawwa and the right to secede are effective enough to prevent structural deterioration.

*613 structural deterioration. Secession, the right to break
571 authority relations, and adoption, the right to contract
•675 new authority relations, are rights of the authority group.
681 This can be noted in the "Declaration of Barawwa" presented
578 earlier. It was stated in that document that "the reason
[597] for the coming together of these two parties is in order to ask the barawwa from each other." Further, mention was made of a "fraternity paper" which would cancel the effects of the barawwa. So, secession can be a means of regulating
[597] conflict, and it can become the basis for a re-integrative move; that is, an adopted party may decide to secede from its foster lineage and return to its original lineage, or secondary group.

*613 Secession, as distinct from segmentary fission as a
571 response to ecological demands, represents a structural
[578] change in authority relations short of distrubing the structure of the secondary group. In a process of secession, i.e., breaking with the secondary group, joining a new secondary group, and returning to the "blood-brother" group, the fundamental condition of "belonging" is the acceptance of collective responsibility. This is a most important point. The office
*613 of 'aqila, the Bedouin charters, and the raison d'etre of the
571 corporation revolves about the notion of sharing in the blood-
681 money. This can be shown by an extremely interesting document
675 belonging to 'Ailit Abu Qarasa of al-Qasr. Here the process

*613 of secession, and the nature of the collective responsibility
571 principle in Bedouin society are made clear. The occasion of
681 the writing of this document was the issuance of a "fraternity
*675 paper."

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BONDS BETWEEN MEMBERS OF 'AILIT ABU QARASA

Thanks to God alone and nothing survives but His kingdom, praise and peace to Him Who will never have a Prophet who is greater than Himself.

It came into our hands on 10 Shawal 1363 (September 9, 1944), the 'awaaqil of 'Ailit Abu Qarasa of the 'Aishaibat; and the reason for their coming together is in order to merge 'Ailit Abu Qula with the other buyuut as they were in the past. And this is in accordance with the agreement of all the parties to this paper. By the free will of all it became, as of this day, that all of the mentioned buyuut will be connected with the other buyuut in receiving and giving. But all blood-money of the mentioned buyuut which was due before the date 3 Shawal 1361, that is to say all debts for past offences, they and their former relatives will be responsible for. After this date, which is 3 Shawal 1361, each of the mentioned buyuut will share the good and the bad equally. And the 'awaiyid which the mentioned buyuut agreed upon are the following:

1 - First, he who intentionally beats his brother in the 'aiela will pay by himself and no one from the 'aiela will pay anything with him.

2 - But the offense which takes place within the 'aiela, the fine for it will be distributed in such a way that the first half of the payment will go to the offended bait and the second half will be distributed among all of the mentioned buyuut.

3 - The offense which happens to the 'aiela from an outside party, half of the payment goes to the 'aiela and the second half to the offended bait.

*613 571 681 539 *675 4 - The thief from the mentioned buyuut will be responsible for himself alone, and his relatives in blood (i.e. his bait) will be responsible for him.

5 - The one who is known to lie under oath from the mentioned buyuut, everyone who supports him must be a blood-relative from his bait.

6 - The one who delays paying the share which is requested by the 'aiela, his rich relative will pay.

7 - The one who asks for a barawwa from the 'aiela will pay what is asked for, and at the same time will also pay 20 L.E. barawwa fee for every man who fasts.

8 - The one who supports his relative from some other 'aiela against his paternal cousin will be required to pay 10 L.E. as a fine.

Signatures or stamps of the 'awaaqil of 'Ailit Abu Qarasa, and the 'awaaqil of 'Ailit Ghriba (who are the former relatives of Bait Abu Qula, the reconciled bait).

*613 554 571 [675] Every point of the above rawaabit shows the moral and political significance of the secondary group in the Bedouin community. Membership in a secondary compound authority group entitles one to political status without which the individual could not survive. The Bedouin community shares certain activities, relationships, and goals so that the aims of any individual can be achieved only by participation in social action with others: this the Bedouins have in common with every other human community (Firth 1951:41). Specifically, in considering society in terms of authority roles and authority groups, we are interested in the political community in which the Bedouins participate.

681 property disputes, and I shall briefly discuss this before
695 I proceed to describe Bedouin legal processes. Besides the
784 threat of blood-revenge and fines of money, the individual, or group, who violates the moral and legal norms of Bedouin society may be faced with sanctions of a sacred nature. In
695 any case where clear evidence is lacking, one litigant may request that that other party swear the oath (yamiin Allah)
+613 in support of his claim. In all three corporate charters
695 presented earlier in this chapter, those of 'Ailit Ma'fas,
675 'Ailit Lazumi, and 'Ailit Abu Qarasa, support of lineage-mates through the oath was a condition of group membership.
[672] Collective responsibility not only applies in the case of secular things, i.e., sharing the blood-money and the exercise of blood-revenge, but also where the possible curse of God is concerned.

695 When one party to conflict requests that the oath be administered as a means of settling a dispute, the other party will always accept because it is assumed that in this way both litigants "will get their rights." The party taking
695 the oath must be supported by a number of his relatives
602 ('umraa al-dam) who are willing to risk the consequences, and
+613 who are chosen by the other party. If a man is unable to muster the required number of kinsmen to take the oath, and the number is always relative to the seriousness of the offense of which he is accused, then this is taken as a sign of his untruthfulness and he loses his claim.

first, the government may enter into conflict cases which are judged to be out of control and involving the larger tribal units; secondly, litigants, whether exercising internal or external political relations, have the right to take their case to a rajal khair. Both exceptions represent informal processes of social control in al-Qasr: the first case rarely happens, and the second case seems to occur quite frequently but no recordings of the settlement are made.

Sanctions in the Bedouin legal system conform to what Radcliffe-Brown referred to as secondary sanctions: "These are concerned with the actions of persons or groups in their effects upon other persons or groups" (1952:209). Also, it would seem that Bedouin law is one of private delicts as opposed to a law of public delicts:

> In the procedure of a law of private delicts a person or a body of persons that has suffered some injury, loss or damage by infringement of recognized rights appeals to a constituted judicial authority, who declares some other person or body of persons within the community to be responsible and rules that the defendant shall give satisfaction to the plaintiff, such satisfaction frequently taking the form of the payment of an indemnity or damages. A private delict is thus an action which is subject to what may be called a restitutive sanction (Radcliffe-Brown 1952:213).

In Bedouin society, delicts are private since they involve individuals or lineage groups, but the restitutive sanctions to which they give rise are backed by communal consensus expressed through public approval in general, and by the twin

charters of Bedouin society, the rawaabit al-'awaaqil and the 'awaiyid Awlad 'Ali. Again, following Radcliffe-Brown (1952:212-219), sanctions expressed in al-Qasr may be considered civil as opposed to criminal sanctions since, even in the case of intentional homicide, the emphasis is upon restitution and the restoration of the "good society" rather than upon punishment. The Bedouin legal system is one which deals with private dêlicts, and which depends upon secondary social sanctions and ritual sanctions for the arbitration and settlement of disputes.

Since neither a dichotamy between private and public delicts nor a differential distribution of authority at the various levels of the lineage structure obtain in the uncentralized political system of the Bedouins, political action and type of sanction will be described in terms of whether or not they occur in the internal political system of the secondary or domestic group, or in the external system where interaction between secondary, primary, or tribal segments takes place.

The most striking difference between the two systems of political action rests with the fact that the lex talionis, retaliation regulated by custom, does not operate within the secondary group. In the two cases of killing between tertiary groups of 'Ailit Ma'fas and 'Ailit Lazumi already given, compensation was immediately paid: the incidents were both settled and "forgotten." In conflict situations arising in the

691 that 'Ait Idris take the oath as proof that the well was
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*613 owned by them. Upon the decision of the 'awaaqil, however,
578 'Ait 'Umran refused to allow 'Ait Idris to swear the oath
692 "because we are all one family." This means, as one 'aqila
695 actually stated at the conclusion of the case, that " 'Ait
Idris is indebted to 'Ait 'Umran."

423 The following two cases which occur in the external
•675 system of political relations, one within the 'Aishaibat
*613 territory and the other dealing with land rights in the
territory between two primary authority groups, indicate the
formal aspect of Bedouin adjudication in establishing contracts.

[539] Date: 12 August 1963. A Contract of Agreement on Land Rights.
Agreement and satisfaction took place between Hussain Karim al-Dawlat of al-'Aishaibat and Khalid Idris al-Ma'fas of al-'Aishaibat, the first and second party. And the reason for this agreement is that each of the two parties own cultivable land at Ras Wadi Madwar. The two parties wish to make a dividing line between this linear piece of land and to declare the borders. The two parties agreed on the following: first, the beginning of the border extends from the eastern side at south Ras Raqabit al-Shumar to the western side at Hatiyid and is shown by stone markers; secondly, this line should be established from the east to the west, and this is a dividing line between the two parties and was executed by them and with their satisfaction; thirdly, whoever rejects or modifies this line will be responsible in front of law and the 'awaiyid Awlad 'Ali; each party is responsible for his children and relatives as to their actions regarding this line which is the subject of the agreement; fifthly, this contract of agreement which defines the borders between the two parties was issued in two copies, a copy to each party to use when it is needed.

Signatures or seals of seven men.

He was sometimes asked to sit-in as a witness for important contractual matters. Note that in the rawaabit al-'awaaqil of Bait Shafaila of 'Ailit Lazumi (presented in Chapter Four), Hajj 'Ali who is neither from 'Ailit Lazumi nor an 'aqila was present to sign and validate this document.

Hajj 'Ali, then, operates in the micropolitical system and the traditional authority structure of al-Qasr. But what is just as important, he has secured a firm foothold in the modern bureaucratic structure of the near-by town. He straddles both camps. The Governor of Marsa Matruh was an important aid to my understanding of Hajj 'Ali's role as "broker." The Governor claimed that the British first introduced the roles of 'umda and shaikh; they did this to "control the Bedouin" and to "get the men out of the tents." He explained in his own way what he considered to be the structural differentiation of political roles in al-Qasr.

> Let me tell you, these fellows are very clever. They have an 'umda . . . he comes to my office and says: "I want this and this." I say, "No." Then he goes back to the 'awaqil and tells them that, and then these fellows begin to think in what way they can get what they want. But the 'umda is nothing; it is the 'aqila whom the Bedouins listen to and love . . . The 'umda is elected (at this time) by the Bedouins. They put forward a man who hesitates, one who can say yes or no . . . But there is a real leader for the people, this is a man such as Hajj 'Ali, here is a man the Bedouins love.

The Governor said that Hajj 'Ali speaks well and thinks well. Twice in the interview the Governor said that

613 member falls on all members alike, regardless of the exact genealogical
672 relationship to the victim. When bloodmoney is to be paid, its members
682 pay it as a group, divided among all male adults; and although when they receive it, a bigger portion goes to the nearest agnates of the victim, the remainder is distributed equally among all its members.

613 The genealogical depth of the Eila is usually five generations. This is not always true, however, In certain instances the number of generations intervening between the founder of the Eila and its living members is nine or even ten. Naturally, the more generations the larger the size of the Eila. Sometimes the Eila becomes so numerous that it is [217] hard to keep records of all members who are supposed to share in the payment of the bloodmoney in a specific case. When the size of the Eila reaches this point, one of two things may happen. The first is an attempt to make lists of the members. Many of the Eilas have such lists. This
613 is usually accompanied by a tendency toward writing down the specific
• 675 rules and regulations of the vengeance group. These lists are referred to as Amar papers. They constitute a formal statement of an otherwise informally recognized responsibility of the group for certain actions of its members. The other is a tendency toward the fission of one or more of its constiuent units which, after separation, establishes itself as an independent Amar. The factors underlying this process of fission are discussed in the next chapter.

[539] The following is an example of an Amar paper, that of the Eilat Aggary, which was put into effect in 1954.

IN THE NAME OF GOD THE FORGIVER

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539 The following Awaqil (sing. aqila, the leader of a bait) representing the various "buite" (sing. bait, the tribal segment below the level of eila) of the Aggary Family were witnesses to the treaty and their signatures signify their commitment and that of their respective buite to the content of this agreement.

(a list of the various awaqil)

The above signing awaqil agreed unanimously on the content of the document and all the conditions included. No objection by any of the above persons was noted at the meeting.

Article 1:
The content of this document should be kept as a secret of the Aggary Family. It constitutes the Aggary Amar in accordance with the customs and the Daraieb of Awlad Ali. The content of the document should be revealed only at the request of both parties of a dispute which involves a member of the Amar.

Article 2:
[627] Peace should exist between members of the Amar. No secret grudges or open disputes should be permitted between them. In case such an unfortunate situation exists, the other non-involved members of the Amar should intervene between the disputants, try to solve the dispute, and prevent it from damaging the solidarity of the Amar. They should investigate the facts of the case and force the guilty party to compensate his brother (the wronged party) without giving the former a chance to object.

Article 3:
[681] When the Amar is called upon because of obligation involving the payment of money, all the Awaqil should meet and decide the amount of money that should be collected from each Bait of the Aggary Family. It becomes then the responsibility of each Aqila to collect the amount from his Bait.

Article 4:
[681] The share of each Bait is based upon the number of "Sayems", (literally, "fasting males", which is interpreted to mean 15 years of age or
[885] over), regardless of whether or not they have a source of income for themselves. The share of those without means of their own is distributed among the other members of the Bait.

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Each Aqila is responsible for submitting to the Amar a list of the Sayems in his bait, and this will be the basis for establishing the share of the bait in payment or receipt of the money.

Article 5:

No Aqila can act on any matter involving loss or gain to the Amar without the presence of the other Awaqil of the Amar, unless an urgent matter occurs in which waiting for the rest of the Awaqil might jeopardize the interest of the Amar. In such cases the Awaqil present can act on behalf of the Amar as a whole.

Article 6:

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The following acts should not involve the Amar as a whole and the offender is considered individually (or with his own Bait) responsible for them:

1. Theft and cheating.
2. Insult or disrespect of a younger member of the Amar to an older person whether from the Amar or not.
3. Entering someone's tent or home without permission.
4. Seduction of women (including rape and adultery).

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In all the above cases the individual has to bear the responsibility for his own actions. For to let the Amar pay for him in such circumstances is to encourage him and other such members of the Amar to commit more of such acts and bring disgrace to the Amar. If the offender is unable to pay for his crime, his nearest male kin should pay for him in accordance with the Awlad Ali Daraieb. Such payments are considered as personal debts which the offender has to pay back as soon as he is financially able.

Article 7:

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When an older person does injustice to a younger one, the latter should take his complaint to the Aqila of his own bait. The Aqila in turn should take the matter up with the Aqila of the older man or to all the awaqil of the Amar if the matter is serious enough. The awaqil must assess the facts and prevent the older man from doing any more injustice to the younger man and have the former compensate him for any damage he might have caused the younger man by his actions. If the awaqil fail to do this and if their failure resulted in the younger insulting or hurting the older, his acts become no longer an individual responsibility for which he has to pay alone, and the Amar should pay for him.

Article 8:

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No members of the Amar should take sides in disputes involving families or individuals outside the Amar unless the awaqil in the Amar investigate the matter and the reasons for the dispute and decide that the Amar as a whole should be on one side of the dispute or the other.

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Article 9:

The Amar should never fight on the side of the wrongdoer, because if it does, it will have to pay with him for his wrongdoings.

Article 10:

[628] Any dispute or fight involving a member of the Amar and an outsider should be reported to the awaqil in the Amar who are supposed to take the matter up with the other party. If the awaqil are convinced that the outsider is the aggressor or that he is at fault, they should try to make him accede to the demands of the members of the Amar, using all their efforts to convince him and the aqila of his bait. If he refuses, they [619] should call him for a "Miad" (tribal meeting) in which all parties involved should be represented by their respective awaqil.

Article 11:

[563] With regard to "iktitab" (tribal adoption), an outsider wanting to join the Aggary Family or one of its constiuent buite must be asked first [619] about the reason or reasons for his desire to join. This must be done in order to know what kind of person he is and whether he will become a burden and liability to the Amar. If he proves to be of reputable standing, the aqila of the bait he wants to join can accept him without consultation with the rest of the awaqil. If on the other hand he is found to have grudges against someone or if someone has a financial claim over him, then the aqila of the bait cannot accept him without consultation with the other awaqil in the Amar. If all the awaqil agree to accept him, he is considered like one of the Eilat Aggary, having the same rights and bearing the same responsibilities.

Article 12:

A memberof the Amar who wants to separate himself from the Amar and get a "barawa" has to state his reasons beforehe can be released from the obligations of his membership in the amar. If his request to get the barawa was because of injustice he suffered by the Amar or any of its members, the awaqil have the duty to straighten the injustice and restore his rights. If, on the other hand, his request for the barawa was to avoid paying the Amar, then he cannot be released from his membership unless he pays all of his share, or else he must return all that the Amar has paid him until the time he asked for the barawa.

Article 13:

[695] If one of the Amar is accused of an offense for which he is tried by the legal system of the state, the Amar as a whole share the expenses of [693] hiring an attorney to defend him. This, however, is done after the awaqil are sure (by means of administering the oath) that he is innocent and that the accusation is false.

613 Written agreements such as the above are becoming more common in
•675 the area. The need to have the responsibility of the vengeance group
[178] or the Amar recorded and the names of its members listed stems from the
[361] increase in the geographical mobility of individuals and separate house-
[464] holds seeking jobs with the government organizations in the area or with
the various industries in the towns and cities outside the Western Desert.
233 The uncertainty of pastoral nomadism and the delicate balance which exists
178 between pastures, animal population, and human population is pushing an
182 ever-increasing number of people to abandon the way of life which they
had lived for generations. Animals are extremely important to sustain
233 the pastoral life of Awlad Ali. Once the balance between the pasture and
182 the animal population is upset by a draught, a segment of the human popu-
731 lation has to make new adjustments. This adjustment is first made by
166 moving with one's flocks to areas in the Delta or in the Cyrenaica region
of Libya. This is a short-term adjustment, however, and cannot be con-
tinued for long periods of time. Pastures in the Delta have to be pur-
chased, and in most cases the owner of the herd has to sell part of his
[619] herd to feed the rest. The Cyrenaica pasture is very limited and re-
stricted by the strong tribal control of the Cyrenaica Bedouins, who in
general are not friendly with many of the tribal segments living in the
233 Egyptian Western Desert. If the draught continues beyond a certain time,
731 the individual owner of a herd may find himself forced to sell the herd
464 and seek other modes of subsistence in the form of part-time or full-time
434 employment as a semi-skilled or unskilled worker with the government or
182 industrial organizations. Such jobs are usually viewed as a temporary
source of income to help the individual and his immediate family live

233 through a hard year and to help him replace the herd he has lost. In
731 many cases a dry year is followed by another and many of these employed
464 find themselves depending more and more on their income from the jobs.
434 The security of the employment is often compared favorably with the un-
182 certainty of nomadic existence, and many decide to abandon the pastoral life on a more or less permanent basis. But even when one makes such a decision, he usually retains a strong affiliation with his original way
613 of life. He retains an active interest in the affairs of his Amar, es-
182 pecially those from which he can benefit in one way or another. One im-
682 portant gain he might get is through sharing in the receipt of bloodmoney for the killing of any member of the Amar, and having the Amar paid in his behalf. But while asserting their membership in the Amar at the time of such distribution, very few, if any, would show themselves when the membership of the Amar is called upon for the collection of bloodmoney which the Amar has to pay for a murder committed by one of its members.
613 It is known in the area that members of one bait of the Aggary Amar (Bait
682 Ahmad) have never paid their share of the bloodmoney of the last twenty
578 years, but always claim their share in the distribution of bloodmoney. Many members of that Bait claim that the Bait has long been separated from the Aggary Amar, although this claim is denied by the rest of the Amar as well as by those members of Bait Ahmad who claim their share in the receipt of bloodmoney.

613 Disputes such as these, which are not limited to the Aggarty, led
675 many Amars to attempt to make comprehensive lists of all members of the
578 Amar and to require a written agreement in case of separation of a given Bait from the Amar.

613 Another factor which led to the need to formalize the rules of the
578 Amar was the increase in the kind of disputes for which there is no pro-
672 vision in the customary law of Awlad Ali. Such disputes arise mainly out
671 of situations which are relatively novel to the area. A large number of
681 these situations involve the relationship between the tribal population and the government authorities recently taking a major part in managing the affairs of the area. There were no rules in Awlad Ali law to guide decisions in cases involving financial liability of a member of the Amar in cases such as confiscation of smuggled goods, destruction of government property, or false testimony leading to the conviction of a fellow tribesman by the government authorities. The list of cases such as these is rapidly increasing. Many members of the Amar refuse to share in the payment of liabilities arising out of such cases on the basis that since no provision has been made in the customary law of Awlad Ali, then the Amar as a whole should not take corporate responsibility for such actions. They assert that corporate responsibility of the Amar is the exception rather than the rule and therefore, where there is no specific rule, the responsibility is an individual one. Others insist that it is the corporate responsibility of the Amar in such matters that maintains the Amar as a group and gives incentives to the members to retain their membership in the Amar, and therefore, should be the rule rather than the exception, covering any form of liability unless individual responsibility is specified.

613 This made it essential to specify in some kind of formal statement
672 which liabilities are to be considered collective for which the Amar has
675 to pay as a corporate unit and which are to remain as individual responsibility. This is done either by listing the cases of individual

613 responsibility, leaving any other situation a collective responsibility,
672
675 or by specifying the cases of collective responsibility, implying that all other responsibilities are as a rule individual ones. The Amar paper of the Aggary, for example, chose to list offenses for which the Amar is not responsible, leaving the rest of the liabilities to be covered by the Amar as a whole. This is not always the case. In some papers offenses for which the Amar is responsible are the ones listed leaving the general rule as the non-responsibility of the Amar.

613 It is in this respect that the Amar papers are considered an im-
671 portant source of legislation. Although the new rules incorporated in
675 an Amar paper start with the limited applicability to members of the Amar, yet, as time passes and as these rules affect the relationship of the Amar members to outsiders, one rule may acquire a wide practice and become part of the customary law itself. An example of the point in
613 question is the rule regulating the payment of the bloodmoney in cases
671 where the murderer is tried by the state courts for the same crime. In
675 cases of arrest of the murderer by the government, only half the blood-
682 money is paid and the other half is withheld until the trial is over. If the killer is acquitted by the court, then the other half becomes immediately due for payment. If, on the other hand, as mentioned before, the killer is convicted, half the bloodmoney is postponed until the person completes his sentence and is released unharmed and with his full senses. If he dies in prison or sustains an accident which affects his physical or mental capacities, the rest of the bloodmoney is automatically dropped. This rule was first included in a number of Amar papers, especially those of the Eilat of Awlad Kharouf tribe. In less than twenty years since it

613 This makes it possible for those adopted by the tribe to keep in touch
563 with their relatives and friends they left behind in the Delta while en-
619 joying the military exemption gained from their adoption by the Awlad Ali population. It is also believed that Eilat Aggary, made up mostly of peasants themselves, are very lenient in the conditions they put for tribal adoption. Finally, the Eilat Aggary is not among the most powerful tribal segments of Awlad Ali, possibly because of their composition. This assures the adopted peasant groups an equal status not normally obtained if adopted by one of the powerful tribal segments of Awlad Ali.

613 The Amar paper of the Aggary explicitly states some of the basic
[675] characteristics of the Amar as a unit in the tribal organization of Awlad Ali. The most distinctive aspect of the Eila or the Amar as a political unit is the absence of any formalized leadership. Although the Amar is viewed by outsiders as a corporate group as far as its legal responsibility in certain cases, from the standpoint of its members, the Amar is no more than the sum total of its constiuent units or Baits. This is shown in the Amar paper of Aggary which states that matters affecting the Amar be decided upon by all the bait represented by their respective leaders, the awaqil. There is no formalized authority above the
613 awaqil, although one of the awaqil might acquire a position of informal
554 leadership by virtue of personal or other qualities. He will be con-
627 sidered as a mediator and go-between for the various leaders of the Baits. In the case of the Aggary, Sheihk Selouma, the Aqila of Bait Eweida, has acquired such a leadership among the Eilat Aggary. Although Shiehk Selouma is relatively young, (he is about 40 years old), he has the reputation of getting things done. His Bait is the wealthiest in the

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613 Aggary and he himself has recently acquired a great amount of wealth,
554
627 mostly from smuggling goods across the Libyan borders. Because of his
[556] position as a Government Sheihk, he is believed to have influencial connections in the government. He is the only member of the Aggary Amar who has a car. He considers himself to be the spokesman of the Aggary Family, and he is known to be able to persuade the reluctant awaqil to conform to decisions made by the rest of the awaqil. In a number of in-
[682] stances he was able to collect bloodmoney from members of the Amar who had previously refused to pay. Some people in the area believe that had it not been for the persuasive abilities of Sheihk Selouma, the Aggary Amar could never have persisted, and it would have long ago been divided
613 into smaller units due to the lack of agreement among its members. The lack of formalized leadership of the Amar or the Eila makes consensus of
• [675] extreme importance for the Amar. The emphasis on the unity of the Amar is stated in Article 2 and is implied in a number of other articles in
[578] the Amar paper of Aggary. Disagreement among the awaqil is very rare al-
613 though not unknown in the area. The relative consensus among the awaqil
682 stems from the fact that the Amar as a group has a fairly limited function.
[182] Until very recently the only practical function of the Amar was the collection of money to pay for a murder committed by one of its members. Since establishing the innocence or guilt of the accused is not the duty of the Amar, once his guilt has been established, there is no question about
613 the payment. Disagreements are likely to occur in the case of new circum-
682 stances where money has to be paid, since payment in such cases are not
578 yet institutionalized, even when specified in a given Amar paper. This
000 has not yet become a major problem. If any disagreement between the

613 If any disagreement between the
578 responsibility of the majority of the awaqil to persuade the minority to
571 conform to the majority's decision. This is usually done by simple per-
613 sonal persuasion. In certain instances, however, when a particular aqila
554 is known for being troublesome to the Amar, refusing to abide by the ma-
571 jority decisions, an attempt may be made by the others to build up pop-
578 ular support around another person in the Bait which the aqila represents. If this strategy is successful, it might lead to replacing the aqila by another who is more abiding to the Amar's decisions. This approach is more likely to succeed if the aqila is not a popular person in his own Bait, for if he is popular, any attempt by the other Baits to disqualify the aqila would be viewed by the members of his Bait as interference in their own affairs and might lead them to rally even more strongly around their leader.

613 The other tendency occurring when the size of the Tilat increases is toward the separation of one or more of its constiuent Baits. Origi-
613 nally this was done by merely refusing to share in the payment of blood-
682 money. If this refusal continued, it was considered as a sign of
[178] separation of the Bait. In recent years this created problems with an increasing number of individuals claiming separation from the Amar to avoid the payment of the bloodmoney, while claiming membership when dis-
613 tribution is done. This led many tribal segments to require that the
675 "barawa" or separation of individuals or tribal units from any particular Amar should be put in writing, after getting the approval of the Amar to which he belonged. When the approval is given and the separation in put in writing, it is announced to all other tribal segments. If this is
[672] done, members of the separated tribal segment are not held responsible

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[675]
[672]

for the actions of the members of their former Amar, nor is the Amar responsible for theirs.

Units thus separated establish themselves as separate Amars. These units are commonly referred to as Eila, thus retaining the structural label of the higher order of segmentation. This is not always the case, however, and other segments may refer to them as Baits rather than as Eilat. This explains, at least in part, the tendency toward blurring the formal scheme on the next level of segmentation, that is, of the Bait, and may account for the variable meaning of the term Eilat itself.

The Bait

While the Eila or Amar-el-dam is the most important political unit by virtue of being the vengeance group and therefore, the individual's major support group, it is the Bait that constitutes the most visible political unit.

613
423 The Bait is the only corporate land-holding group. While the Eila is usually associated with a certain geographical locale which it considers as its homeland or "watan", it rarely, if ever, utilizes this land as a corporate unit. Instead, the land is divided among the various Baits constituting the Eila. The land of the Bait is not divided and each member of the Bait can, at least theoretically, cultivate or graze on any part of it.

613 But the one important characteristic of the Bait which distinguishes it as a political unit is the existence of a formally recognized leadership in the position of the Aqila (lit. wiseman). The Bait is the only structural unit with such formalized leadership. The Aqila is responsible for all members of his own Bait whose number varies from 20 to 60

613 681 mainly a declaration that, that particular person is no longer a member of the tribal segment and that his actions should not in any way reflect upon the tribal segment. The tribal segment referred to is usually the amar since it is only politically corporate group amoung Awlad Ali. The procedure is usually undertaken in cases of habitual offenders whose actions consistently bringing liability to the amar or disgracing it in relations with other tribal groups in the area. Due to the seriousness of the procedure (since it leaves the individual without the protection of his group), it is restricted. First, to announce the barawa of any of its members the amar has to get the unanimous agreement of all adult males of the gorup as represented by their Awaqil of their respective [675] baits. Lately such decisions have to be put in writing. The barawa [593] from the amar does not include the man's father, brothers, or sons. [672] These immediate relatives remain responsible for his actions even if they desire to detach themselves from such responsibility. This is mainly maintained not so much for the protection of the repeated offender but rather for the protection of unsuspecting people who happen to have dealings with him and who would be protected by the corporate responsibility of the man's immediate kin. In addition to repeated offenders, the [626] barawa or the threat of it is used to back the awaqil in their exercise of persuasion to get members of their baits to agree to their decisions, expecially those affecting the amar, like the collection of bloodmoney or the taking of the oath.

A man, on his part, may ask to be given a barawa from his amar. In this case, as shown in the amar papers of Aggary, he has to give good reasons for such a demand. The awaqil of the amar meet and discuss such

613 a request and examine the reasons behind it in an attempt to remedy them
681 if possible. They have to be sure first of all that by his request the person is not avoiding the paymnet of his share in a particular case.
[695] If this is proven to be the case, then no barawa is granted unless the person pays all his debts to the amar. This, like the amar's barawa of the individual, has to be put in writing.

613 I left the area a month after the meeting held at Qudura's camp.
578 By the time I left, bait Asabei' was almost in a chaotic situation.
[114] Many thought that the outcome would be in favor of Qudura, who would emerge from all the happenings as the leader of bait Asabei' as a whole. Others thought that the only possible outcome was for bait Asabei' to be divided into two or even three separate units with their own respective leaders.

Analysis

114 All events of the second phase occurred while I was in the area.
627 Nonetheless I was not able to observe directly all of these events, due to the nature of the judicial process among Awlad Ali which relies, as has been mentioned earlier, on informal mediation and influence, rather than on formal court hearings. Most of the above events happened behind
[124] closed doors and with a great amount of secrecy. For this reason I had to rely partly on informants' accounts of what exactly had happened between the parties involved.

613 The dispute in its two phases revealed a major weakness in the
627 social structure of the major bait of the Aggary family. As the events
182 of the case unfolded, they shed light on some of the important principles

581 are necessary for the validation of the marriage contract. Modern
585 legal systems which took as their basis the Islamic law of marriage
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675 and the family further required the registration of the marriage contract for the marriage to be legal.

584 The request and necessary response forming the marriage are sup-
585 posed to be carried on by the parties involved. However, if either the
429 groom or the bride is not of age, or is mentally unqualified, the trans-
593 action is carried on by his or her guardian, or "wakil." The wakil is the father, unless he is dead or an invalid, in which case the brothers
[604] become the wakils. If the person has no brothers, then the uncles be-
[184] come the wakil in the order stated. According to certain Sunni sects in Islam, a woman marrying for the first time is always represented by her wakil, even if she is of age. The assumption is that a woman who has never been married does not have the experience that enables her to enter into any kind of legally binding relationship such as marriage.

585 Following the original Islamic idea, marriage among Awlad Ali is
675 an oral agreement between the groom or his father and the guardian
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429 (wakil) of the bride-to-be (her father, if alive, or her closest male
[604] kin in the following order: her brothers, her uncles, her grandfather).
585 A religious man is sometimes asked to perform the marriage, although it
792 is not required. Some persons might invite a member of the Murabiteen
[619] tribe or holy men to witness the marriage on the basis that his presence
[718] gives "baraka," or blessing, to the marriage. Before the application of
585 the State legal system to the area, marriage contracts were not regis-
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197 tered. In recent years, however, and with the increased mobility of
[675] the tribal populations, more and more marriages are being registered in
[634] the administrative districts. Still, according to the unofficial estimates,

582 557 of parley land or a well or to make him a partner in a business or smuggling activities or even as revenge on his uncle by keeping his daughters unmarried. In 1961 the heads of 25 prominant baits of various tribes 582 557 in the area of Matruh met and decided that the right of ibn 'amm had 178 become a major problem, and that invoking that right when the man had 613 no intention of marrying the girl had resulted in a number of disputes that became serious over a period of time. They felt that the time was suitable to revise that right and make it subject to the concept of fair behavior applicable to other rights. They wrote a new rule which specifies that the man has the right to prevent his cousin from marrying an 582 557 178 outsider or a more distant relative only if he himself intends to marry 613 her either in the present or in the reasonable future. If the circum- 675 stances show that he cannot do so, then he forfeits the right.

[558] [681] To prevent his cousin from marrying another man without a proven intention on the part of the man to marry her himself in the foreseeable future, is considered as an unreasonable behavior for which ibn 'amm could be liable to pay kabara to his uncle as well as to the prospective groom. It also denies him the right of taking her away from [683] her marital residence by force. If he does this, he would be liable to the compensation for assault. The agreement was signed by the awaqil and is considered binding as far as the baits they represented are concerned. Other tribal segments in the area refuse to abide by the agreement and consider it as a pretentious departure from the ways of Awlad Ali which should not be encouraged. Even within the tribal segments involved in the agreement, there have been reports of individuals who refused to [629] abide by the agreement. In certain of these latter cases, the ibn 'amm selected as his mardi a member of a tribal segment not involved in the agreement and therefore not morally bound to abide by its contents.

585 583 779 43 [178] [171] legal guardian and considered a bride price to compensate the father or the legal guardian of the bride. In earlier times the bride received none of the mahr, although she usually got a sadaq or bridal gift for herself. In Islamic Arabia, the mahr and the sadaq became indistinguishable and were given to the woman and took the form of a legal gift for affecting the marriage. The Koraan no longer contains the concept [178] of the purchase of the wife, and the mahr becomes a compensation which the woman has to claim in all cases. The Koraan demands a bridal gift for a legal marriage: "And give them whom ye have enjoyed their reward as a wedding gift" (Sura, iv. 24), and again, "And give the women their dowries voluntarily" (Sura, iv. 3). According to the Koraan, the mahr [586] remains the property of the wife and remains her own even if the marriage is dissolved by divorce. But although it took the form of a gift, the mahr remained in Islamic law a prerequisite for the legalization of the marriage. It is only upon the giving of the mahr that the marriage is considered valid. No marriage is legal, according to the Islamic law, unless that transfer of the mahr is affected. Mutual consent of the two parties to forfeit the mahr does not change that rule, and the marriage is considered void. According to Muslim jurisprudence, marriage 58 675 184 is a contract ('acd) made betweeen the bridegroom and the bride or her wali or guardian. An essential element in that contract is the mahr. The jurists themselves are not sure about the nature of the mahr. Some regard it as practically a purchase money or as an equivalent ('iwad) for the possession of the woman and the rights over her, so it is like a price paid in a contract of sale; while other jurists see in the mahr a legal symbol, a mark of honor and a proper legal security of property for the woman.